

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM556211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark-Edwards Apparel Inc./Vetements Mark-Edwards Inc.		12/18/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	8801 Trans Canada Highway		
Internal Address:	Suite 600		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H4S 1Z6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5554064	BELLE TWEED	
Registration Number:	5564820	J FOR JUSTIFY	
Registration Number:	3946792	JUSTIFY	
Registration Number:	4322492	STELLA TWEED	
CORRESPONDENCE DATA			
Fax Number:	8026580042		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8028604121		
Email:	trademarks@pfclaw.com		
Correspondent Name:	Paul Frank + Collins P.C.		
Address Line 1:	One Church Street		
Address Line 4:	Burlington, VERMONT 05402		
DOMESTIC REPRESENTATIVE			
Name:	Paul Frank + Collins P.C.		
Address Line 1:	One Church Street		
Address Line 4:	Burlington, VERMONT 05402		

OP \$115.00 5554064

NAME OF SUBMITTER:	Michael J. Wasco
SIGNATURE:	/Michael J Wasco/
DATE SIGNED:	01/07/2020
Total Attachments: 6 source=SIGNED Trademark Security Agreement - Mark-Edwards#page1.tif source=SIGNED Trademark Security Agreement - Mark-Edwards#page2.tif source=SIGNED Trademark Security Agreement - Mark-Edwards#page3.tif source=SIGNED Trademark Security Agreement - Mark-Edwards#page4.tif source=SIGNED Trademark Security Agreement - Mark-Edwards#page5.tif source=SIGNED Trademark Security Agreement - Mark-Edwards#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of December 18, 2019, by and between MARK-EDWARDS APPAREL INC. / VÊTEMENTS MARK-EDWARDS INC., a Canadian corporation (the "Debtor"), and THE TORONTO-DOMINION BANK (together with its successors and assigns, the "Secured Party").

WHEREAS, the Secured Party is making certain credit and other financial accommodations to the Debtor; and

WHEREAS, the Secured Party has required the Debtor to grant a security interest in assets of the Debtor, including but not limited to intellectual property rights described below;

The Debtor and the Secured Party therefore agree as follows:

1. Grant of Security Interest. To secure the complete and timely payment and satisfaction of all of the Obligations (as such term is defined below), the Debtor hereby grants to the Secured Party a security interest in, and a mortgage upon, all of the Debtor's right, title, and interest in, to, and under the following property, wherever located, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires, or develops an interest (collectively, the "Collateral"):

(a) all United States state (including common law) and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service marks, and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark, or other mark to the extent that the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark, or other mark), all licenses relating to any of the foregoing, and all income and royalties with respect to any licenses (including but not limited to such marks, names, and applications as described in Schedule A hereto), whether registered or unregistered and wherever registered, all rights to sue for past, present, or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions, and renewals thereof (all of the foregoing are collectively called the "Marks");

(b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the Marks;

(c) all general intangibles and all intangible intellectual or other similar property of the Debtor of any kind or nature, associated with or arising out of any of the Marks and not otherwise described above; and

(d) all proceeds of any and all of the foregoing Collateral (including but not limited to license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under

insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

2. The Obligations. The term "**Obligations**" means all obligations of the Debtor now or hereafter existing with respect to any credit or loan agreement, guaranty, lease, letter of credit, overdraft, or any other financial accommodation existing between the Debtor and the Secured Party, and all obligations of the Debtor now or hereafter existing under this Agreement, whether for principal, interest, expenses, indemnity, or otherwise.

3. No Assignment of Intent to Use Applications. No provision of this Agreement or any other agreement between Debtor and Secured Party shall constitute an assignment of any application for registration of any trademark, trade name or service mark prior to the filing of a verified statement of use with respect to such application under applicable law. Any provision that would have the effect of assigning one or more such applications shall be void as to such applications.

4. Warranties and Representations. The Debtor hereby covenants and warrants that: (a) the Debtor is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances; (b) the Debtor has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks are subsisting and have not been adjudged invalid or unenforceable; (d) Debtor has not received notice of any claim that the use of any of the Marks does or may violate the rights of any third person; and (e) the Debtor (or its predecessor) has used and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Debtor shall, in any event, indemnify and hold the Secured Party and its directors, officers, shareholders, employees and agents (collectively, the "**Indemnified Parties**") harmless from all losses, damages, costs and expenses, including reasonable legal costs and counsel fees, incurred by the Indemnified Parties as the result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any rights of any third parties.

5. Future Registrations. If, before the Obligations shall have been satisfied in full, the Debtor shall become entitled to the benefit of any additional trademark or service mark registration, the provisions of Section 1 hereof shall automatically apply thereto, and the Debtor shall give the Secured Party prompt written notice thereof. The Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any future trademarks, service marks or trade names that constitute Marks under Section 1 hereof. Notwithstanding the foregoing, no failure to so amend Schedule A shall in any way affect, invalidate, or detract from the Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. Default. The term "**Default**," as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed, provided that such failure is not cured within the applicable cure period, if any.

7. Debtor's Ownership of Marks and Right to Use Marks. Unless and until a Default shall occur and be continuing, the Debtor shall retain the legal and equitable title to the Marks and shall have the right to use (including the right to license) the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof.

8. Secured Party's Rights as Secured Party. On a continuing basis, the Debtor, at its expense, shall make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such actions as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement, or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral. The Secured Party may perfect the security interest granted hereunder by filing Uniform Commercial Code financing statements the filing offices of any Uniform Commercial Code jurisdictions and may file a copy of this Agreement, and copies of amendments or restatements of this Agreement, with the United States Patent and Trademark Office at any time. If a Default shall have occurred and be continuing, the Secured Party shall have, in addition to all other rights and remedies given it by this Agreement and any other agreement between the Debtor and the Secured Party, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York (whether or not such Uniform Commercial Code applies to security interests in trademarks) and, without limiting the generality of the foregoing, the Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Debtor, all of which are hereby expressly waived, may sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Marks and the goodwill associated therewith, or any interest which the Debtor have therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Debtor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released.

9. Power of Attorney. If a Default shall have occurred and be continuing, the Debtor hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as the Secured Party may select in its exclusive discretion, as the Debtor's true and lawful attorney-in-fact, with the power to endorse the Debtor's name on all applications, documents, papers and instruments necessary for the Secured Party to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and the goodwill associated therewith, to any third person. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

10. Termination. At such time as the Obligations shall have been completely satisfied, the Secured Party shall execute and deliver to the Debtor all assignments and other instruments as may be necessary or proper to re-vest in the Debtor the full unencumbered title to the Marks and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

11. Fees and Expenses of Secured Party. If a Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Secured Party Parties in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Debtor on demand by the Secured Party, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at a rate equal to the rate of interest for overdue Obligations.

12. Protection of Marks. If a Default shall have occurred and be continuing, the Secured Party shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Debtor shall at the request of the Secured Party do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement, and the Debtor shall promptly, upon demand, reimburse and indemnify the Secured Party Parties for all costs and expenses incurred by the Secured Party in the exercise of its rights under this Section 12.

13. No Waiver. No course of dealing between the Debtor and the Secured Party nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under any other agreement between the Debtor and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

14. Cumulative Rights. All of the Secured Party's rights and remedies with respect to the Marks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 hereof.

17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

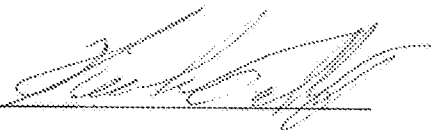
19. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile, email, or other electronic delivery method, and such electronically delivered copies shall be deemed originals.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

MARK-EDWARDS APPAREL INC. /
VÊTEMENTS MARK-EDWARDS INC.

By: _____
Its Duly Authorized Agent

THE TORONTO-DOMINION BANK

By: _____
Its Duly Authorized Agent

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Schedule A

LIST OF TRADEMARK REGISTRATIONS
AND PENDING APPLICATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BELLE TWEED	5554064	September 4, 2018
J FOR JUSTIFY	5564820	September 18, 2018
JUSTIFY	3946792	April 19, 2011
STELLA TWEED	4322492	April 23, 2013